

(2015) 04 P&H CK 0243
In the Punjab And Haryana At Chandigarh
Case No : CRM-M-39648 of 2013

Harmanpreet Singh

APPELLANT

Vs

State of Punjab and Others

RESPONDENT

Date of Decision : 28-04-2015

Acts Referred:

Criminal Procedure Code, 1973 (CrPC) — Section 482
Penal Code, 1860 (IPC) — Section 406, 420

Citation : (2015) 04 P&H CK 0243

Hon'ble Judges : Fateh Deep Singh, J

Bench : Single Bench

Advocate : Prateek Pandit, for the Appellant; J.S. Brar, DAG, Advocates for the Respondent

Final Decision : Allowed

Judgement

Fateh Deep Singh, J.—In this petition referred under Section 482 Cr.P.C. prayer has been made for quashing of FIR No. 199 dated 28.11.2010 under Section 406, 420 IPC at Police Station, City Kapurthala by way of Annexure P/1.

2. The facts that need to be recapitulated are that the case in question was got registered on the allegations of complainant, respondent No. 2-Harpreet Singh alleging that the petitioner Harmanpreet Singh had secured loan of Rs. 50,000/- from Satnam Singh son of Pakhar Singh, employer of respondent No. 2 as the latter was working in his shop. It is alleged that Satnam Singh inspite of having received the entire loan amount with a malafide intention prepared forged pronote depicting advancement of sum of Rs. 1,70,000/- to the petitioner and also created an agreement to sell Annexure P/2 regarding residential house of the mother of the petitioner regarding which the complaint Annexure P/3 was moved by the petitioner. The aforesaid Satnam Singh thereafter, filed a suit for recovery qua the pronote and the receipt by way of Annexure P/4 and it is as a part of this larger game plan of Satnam Singh an FIR was got registered by him against the petitioner which was lodged by respondent No. 2.

3. It is during the course of events a compromise Annexure P/5 was arrived at between the parties on 7.6.2011 whereby, the present petitioner and respondent No. 2 signed this compromise which was also witnessed by aforesaid Satnam Singh, by virtue of which compromise the petitioner returned a sum of Rs. 2,50,000/- to respondent No. 2 and undertook to compound this offence and even the civil suit was got dismissed for non-prosecution by way of order Annexure P/6. It is the claim of the petitioner that since the compromise Annexure P/5 has put an end to all these allegations and respondent No. 2 having received the amount of Rs. 2,50,000/- as agreed between the parties the criminal case so got registered be also quashed.

4. After notice counsel for the complainant in the FIR, respondent No. 2. has denied the factum of compromise Annexure P/5, whereby, this Court has issued notice to respondent No. 2 who personally put in appearance to ascertain the veracity of this fact and on 10.4.2015 this respondent No. 2 had accepted his signatures on this compromise purported to have been executed on 7.6.2011 depicting payment of the amount in question and resolving all the dispute. However, this respondent denied having received the amount in question and that is how the parties are at knots over this compromise.

5. Heard, learned counsel for the parties. Though, the factum of compromise Annexure P/5 has sought to be denied by respondent No. 2-Harpreet Singh, who squarely accepts his signatures thereon and further on perusal of this it also bears out that Satnam Singh his employer's signatures are there as well and which finds mentioned that a sum of Rs. 2,50,000/- has been paid to respondent No. 2 who has satisfied and shown his inclination to put an end to this squabble. Though, respondent No. 2 has sought to fabricate another document by way of Annexure P/7, a self serving receipt only signed by him and neither by the petitioner nor by the alleged witness Satnam Singh, whereby, it is shown that out of amount of Rs. 1,50,000/- only Rs. 25,000/- has been received and remaining Rs. 1,25,000/- has to be paid by 5.7.2011. It is argued with much vehemence on behalf of the petitioner that this compromise has been given to the police and finds mentioned in the police diary and the criminal case is certainly a corroborative factor to the stand of the petitioner and undermines the stand of the respondent and, thus, ex-facie settlement between the parties appears to be genuine. Moreover, as has sought to be projected by the complainant in the FIR that though he has signed this receipt Annexure P/5 but he actually received a lower amount, if that was the truth, he would have certainly made representation against this coercive means and which factum is neither established nor admittedly any such representation has been placed on record to corroborate this stand. From these circumstances one can clearly decipher that the stand of respondent No. 2 is a pure falsehood and after having received disputed amount and entering into a written compromise Annexure P/5 and handing over the same to the police in the criminal case so earlier got registered by respondent No. 2 has sought to back out of it. The Hon'ble Apex Court in Mohd. Shamim and Others Vs. Smt. Nahid Begum and Another, AIR 2005 SC 757 : (2005) 99 CLT

631 : (2005) CriLJ 889 : (2005) 1 DMC 311 : (2005) 11 JT 61 : (2005) 3 SCC 302 : (2005) 1 SCR 152 : (2005) AIRSCW 332 : (2005) 1 Supreme 59 and this Court in Ram Lal and Others Vs. State of Haryana and Another, (2008) 2 RCR(Criminal) 823 considering such a deceptive stand, whereby, after entering into a compromise and amicable settlement and receiving benefits of this mutual compromise and subsequent by trying to wriggle out of the commitment and legal obligation so created by virtue of such a compromise would be an abuse of process of the Court and it has been further held that in such an eventuality the ends of justice would be equally met if the FIR so registered and all proceedings arising thereof are quashed.

6. In view the above discussions, FIR No. 199 dated 28.11.2010 under Section 406, 420 IPC at Police Station, City Kapurthala by way of Annexure P/1 and all the proceedings arising thereof at the behest of respondent No. 2 against the present petitioner qua this dispute are hereby quashed. The petition, thus, stands allowed in those terms.